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April 25, 1990

Ms. Mildred Lee  
Recordations Unit  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

0-115A001

RECORDATION NO **16846** FILED 1425

APR 25 1990 -10 35 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

Please find enclosed a Lease of Railroad Equipment dated February 28, 1990, between the following parties:

Lessor: Westinghouse Credit Corporation  
Pittsburgh, PA 15219

Lessee: Arch Mineral Corporation  
St. Louis, MO 63141

The equipment involved in this transaction is as follows:

Equipment: 289, 100-ton BethGon Coal Porter Gondolas  
(Car Numbers to be Supplied)

Please record this agreement as a primary document. The filing fee of \$15 is enclosed. Thank you for your assistance.

Sincerely,

*Mary Ann Oster*

Mary Ann Oster  
Research Consultant

Enclosures

*C. Quentz*  
*May 2, 1990*

RECORDATION NO 10846 FILED 1025  
APR 25 1990 -10 35 AM  
INTERSTATE COMMERCE COMMISSION

LEASE OF RAILROAD EQUIPMENT

BETWEEN

WESTINGHOUSE CREDIT CORPORATION

AND

ARCH MINERAL CORPORATION

## LEASE OF RAILROAD EQUIPMENT

LEASE OF RAILROAD EQUIPMENT, dated as of February 28, 1990, between WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation, (hereinafter called the "Lessor") and the ARCH MINERAL CORPORATION, a Delaware corporation, (hereinafter called the "Lessee").

WHEREAS, the Lessor hereby represents that it is the Owner of the two hundred eighty-nine (289) open top hopper cars more fully described in Annex A hereto (hereinafter called the "Units");

WHEREAS, the Lessee desires to lease from the Lessor all the Units at the rentals and for the terms and upon the conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the Lessor hereby leases the Units to the Lessee upon the following terms and conditions:

1. Delivery and Acceptance of Units. Lessor will deliver the Units to Lessee in lots of approximately fifty (50) Units each (at no expense to Lessee) at the CSX Transportation or Conrail interchange point in Johnstown, Pennsylvania (hereinafter called "Delivery Point") and Lessee agrees to accept such delivery.

The Lessor agrees to furnish the Units in compliance with the FRA and AAR rules of interchange in effect at the time of delivery. Lessor represents and warrants that the Units are new. The Lessee, at its expense, shall have the right to inspect and reject the Units subject to this Lease prior to the Lessor's transporting the Units from their present location to the Delivery Point. Acceptance of the Units in lots of approximately fifty (50) Units each by the Lessee shall be evidenced by a "Certificate of Acceptance" in the form set forth in Annex B attached hereto, the execution of which shall constitute conclusive evidence of delivery and acceptance of the Units herein identified. The Lessee agrees to be responsible for any transportation cost associated with moving the Units from the Delivery Point.

In the event any Unit delivered to Lessee is not in the condition as warranted or not in FRA and AAR interchange condition, then upon written notice of the same by the Lessee to Lessor, the Lessor, at its option shall either promptly cause said Unit(s) to be repaired or replaced (at no expense to Lessee) or exclude such Unit(s) from this Lease.

2. Rentals. Lessee shall pay to Lessor as rental for the Units an amount of, (\$ ) per Unit per month ("Lease Charges"). Rent shall become effective,

with regard to each of the Units, upon the date of the delivery and acceptance of each as provided in Paragraph 1 hereof, and shall continue in effect, with regard to each of the Units, until returned to Lessor at the end of the term of this Lease, as hereafter provided in Paragraph 12. Payment of Lease Charges shall be made to Lessor at the address specified in Paragraph 18 on the first day of each month in advance, with the Interim and first months' Fixed Term payment due on the first day of the month following the Effective Date, all as hereafter defined in Paragraph 3. Rent for any Unit for any partial month shall be pro-rated on a daily basis and shall be paid on the first day of the month following the month on which the last Unit is delivered and accepted as provided in Paragraph 1. Any costs incurred by Lessor in collecting Lease Charges withheld by Lessee, including reasonable attorney's fees, will be paid by Lessee.

In the event the Lessee shall be in default in the payment of any sum of money to be paid under this Lease, whether rental or otherwise, the Lessee shall pay the Lessor, as additional rental, to the extent permitted by applicable law, interest on such unpaid sum from its due date to date of payment by the Lessee at a rate equal to 18.0% per annum.

This Lease is a net lease and the Lessee shall not be entitled to any abatement of rent, reduction thereof or set-off against rent, including, but not limited to, abatements, reductions or setoffs due or alleged to be due to, or by reason of, any past, present or future claims of the Lessee against the Lessor under this Lease or otherwise; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Lessor or Lessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use of or destruction of all or any of the Units from whatsoever cause, the prohibition of or other restriction against Lessee's use of all or any of the Units, the interference with such use by any private person or entity, the invalidity or unenforceability or lack of due authorization of this Lease, or for any other cause whether similar or dissimilar to the foregoing, and present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other payments payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the lease of any Units except in accordance with the express terms hereof.

3. Term of Lease. The interim term of this Lease with respect to each Unit ("Interim Term") shall commence on the date

of delivery and acceptance of each Unit as provided in Paragraph 1 hereof and shall continue until the first day of the month following the delivery of the last Unit ("the Effective Date") provided that the Effective Date shall be no later than June 1, 1990 at which time the fixed term ("Fixed Term") of this Lease with respect to each Unit shall automatically commence and shall continue in full force and effect for a period of sixty (60) months thereafter (the Interim Term and the Fixed Term herein collectively the "Term of this Lease".)

At the end of the Fixed Term of this Lease, the Lease may be extended, at the Lessee's option, for an additional twenty-four (24) months. The Lessee must inform the Lessor of its intent to extend the lease term in writing to Lessor at the address specified in Paragraph 18 one-hundred eighty (180) days prior to the end of the Fixed Term of the Lease. The Lease Charges for the Units during the twenty-four (24) months extended term shall be (\$ ) per Unit per month.

The obligations of the Lessee hereunder (including, but not limited to, the obligations of the Lessee under Paragraphs 5, 8, 9, 10 and 12 hereof) shall survive the expiration or sooner termination of this Lease.

4. Identification Marks. The Lessor shall deliver each Unit numbered with the identifying number as set forth in Annex A hereto and, as part of its routine maintenance, Lessee will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of such Unit in letters not less than one inch in height, the words "Leased from a Corporation as filed with the Interstate Commerce Commission" or other appropriate words with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the owner and the rights of the Lessor under this Lease. The Lessee will not place any such Unit in operation or exercise any control or dominion over the same until such names and word or words shall have been so marked on both sides thereof and will replace promptly any such names and word or words which may be removed, defaced or destroyed. The Lessee will not permit the identifying number of any Unit to be changed except in accordance with a statement of new identifying numbers to be substituted therefor, which statement previously shall have been filed with the Lessor by the Lessee and filed, recorded or deposited in all public offices where this Lease will have been filed, recorded and deposited.

Except as above provided, the Lessee will not allow the name of any person, association or corporation to be placed on the Units as a designation that might be interpreted as a claim of ownership.

5. Taxes. All payments to be made by the Lessee

hereunder will be free of expense to the Lessor for collection or other charges and will be free of expense to the Lessor with respect to the amount of any local, state or federal taxes (other than the federal income tax payable by the Lessor in consequence of the receipt of payments provided herein and other than state or city income taxes or franchise taxes measured by gross or net income based on such receipts or based on capital employed by Lessor, except that Lessee will be liable for any tax first imposed after the date of this contract in substitution and replacement of taxes for which it would otherwise be liable, however, Lessee's liability shall be limited to the amount it would have been reasonably expected to pay or reimburse with respect to the tax for which the substitution or replacement was made), assessments or licenses (and any charges, fines or penalties in connection with or measured by, this Lease or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof), all of which taxes, assessments, licenses, charges, fines and penalties the Lessee assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. The Lessee will also pay promptly all taxes, assessments or licenses (and any charges, fines or penalties in connection therewith) which may be imposed upon any Unit or for the use or operation thereof or upon the Lessee's earnings arising therefrom or upon the Lessor solely by reason of its ownership thereof and will keep at all times all and every part of such Unit free and clear of all taxes and assessments which might in any way affect the title of the Lessor or result in a lien upon any such Unit.

6. Loss, Damage or Destruction.

(a) Risk of Loss, Damage or Destruction. As between Lessee and Lessor and any Assignee of Lessor, Lessee hereby assumes all risk of loss, damage, theft, taking, destruction, confiscation, requisition or commandeering, partial or complete, of or to each Unit, however caused or occasioned (provided that Lessor shall be responsible for any and all damage and liabilities caused by Lessor), such risk to be borne by Lessee with respect to each Unit from its Acceptance Date, and continuing until such Unit has been returned to Lessor in accordance with the provisions of Paragraph 12 hereof. Lessee agrees that, except as otherwise provided herein, no occurrence specified in the preceding sentence shall impair, in whole or in part, any obligation of Lessee under this Lease, including, without limitation, the obligation to pay rent.

(b) Casualty Occurrence. In the event that any Unit shall be or become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, except if such cause is attributable to the Lessor, or any Unit shall be condemned, confiscated, or seized, or the title to or use of any Unit shall be requisitioned for a period of ninety (90) continuous days arising out of actions of the Lessee, (such occurrences being

hereinafter called "Casualty Occurrences") during the term of this Lease, the Lessee shall on the next succeeding rental payment date after it shall have determined that such Unit has suffered a Casualty Occurrence, fully inform the Lessor in regard thereto. On such date the Lessee shall pay to the Lessor an amount equal to the accrued rental for such Unit to the date of such payment. A settlement value payment pursuant to Rule 107 of the AAR Car Service and Car Hire Agreement Code will also be made as of that date. Upon the making of such payment by the Lessee in respect of a Unit, the rental for such Unit shall cease to accrue as of the date of such payment, the term of this Lease as to such Unit shall terminate and (except in the case of the loss, theft or complete destruction of such Unit) the Lessor shall be entitled to recover possession of such Unit. Lessor has the right, in its sole discretion, to replace any and all Units subject to a Casualty Occurrence and such replacement Units will be subject to this Lease as if originally a part thereof.

7. Report and Inspection. On or before April 1st in each year, commencing with the calendar year 1990, the Lessee will furnish to the Lessor an accurate statement setting forth as of the preceding twelve (12) months the amount, description and numbers of all Units then leased hereunder, and the amount, description and numbers of all Units that have suffered a Casualty Occurrence during the preceding calendar year. The Lessor, or its agent at its sole cost and expense, shall have the right, to inspect the Units and the Lessee's records with respect thereto at such reasonable times as the Lessor may request during the continuance of this Lease.

8. Compliance with Laws and Rules. Lessor warrants that Lessor is the lawful owner of the Units. Lessor hereby assigns to Lessee for the term of this Lease the benefit of all warranties and indemnities of the manufacturer attached as Annex C hereto, reconditioner, repairer or maintainer of the Units. Upon an Event of Default or expiration of the initial term or any renewal term, all rights and benefits shall automatically, without notice or any further action become the rights and benefits of Lessor. Otherwise, except for the aforesaid, LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE UNITS WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED AND LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING LEASED THE UNITS PURSUANT TO THIS AGREEMENT TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF WORKMANSHIP IN THE UNITS ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND LESSOR SHALL NOT BE LIABLE, IN CONTRACT, TORT OR OTHERWISE, ON ACCOUNT OF ANY REPAIRS, MAINTENANCE OR MANUFACTURER'S DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY UNITS.

The Lessee agrees, for the benefit of the Lessor, to

comply in all respects with all laws of the jurisdictions in which operations involving any Unit subject to this Lease may extend, with the interchange rules of the Association of American Railroads and with all rules of the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over any such Unit, to the extent such laws and rules affect the operations or use of such Unit; and in the event such laws or rules require the alteration or repairs of any such Unit, the Lessee will conform therewith, and will maintain the same in proper condition or operation under such laws and rules; provided, however, that the Lessee may, in good faith contest the validity or application of any such law or rule in any reasonable manner which does not in the reasonable opinion of the Lessor, adversely affect the property rights of the owner of the Units or the rights of the Lessor hereunder.

At all times during the term of this Lease, commencing with the Effective Date with respect to each Unit, Lessee, at its own cost and expense, shall perform or cause to be performed maintenance and repair work necessary to maintain each of the Units in good operating condition, working order, and repair, in conformity with all applicable laws and regulations including the AAR Code of Interchange Rules and FRA Railroad Freight Unit Safety Standards, 49 CFR Part 215, as amended, as it was when it first became subject to the Lease, ordinary wear and tear excepted.

Subject to Paragraph 6, the Lessee agrees it will return the Units to Lessor at the expiration of the term or sooner termination of this Lease in good order and repair, ordinary wear and tear excepted, suitable for movement in the interchange system in conformity with all applicable laws and regulations including the AAR Code of Rules and FRA Railroad Freight Car Safety Standards.

Neither party to this Agreement will alter materially the physical structure or allow any third party to alter materially the physical structure of any of the Units without the other party's written consent.

Any and all additions to any Unit and any replacements thereto and of parts thereof made by the Lessee shall constitute accessions to such Unit and, without cost or expense to the Lessor, there shall be immediately vested in the Lessor the same interest therein as the interests of the Lessor in such Unit.

The Lessee agrees to prepare and deliver to the Lessor within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of the Lessor) any and all mandatory reports of which the Lessee has actual knowledge, except income tax reports, to be filed by the Lessor, with any Federal, state or other regulatory authority by reason of the ownership by the Lessor of the Units or the leasing of the Units



to the Lessee. The Lessor shall notify the Lessee of any such reports of which the Lessor has actual knowledge.

9. Insurance. Lessee shall, at all times while this Agreement is in effect at its own expense, cause to be carried and maintained: (i) all-risk, physical loss or damage insurance with respect to each Unit in a minimum amount equal to the settlement value (as defined in Paragraph 6b; and (ii) public liability insurance in a minimum amount of ten million dollars (\$10,000,000) per occurrence with respect to third party personal injury and property damage, in each case and with such insurance companies as are satisfactory to the Lessor. The property insurance provided for under provision (i) of this section shall be endorsed to name Lessor and any assignee of Lessor as loss-payee with respect to the Units leased hereunder and the liability insurance provided for under provision (ii) of this section shall be endorsed to name Lessor and any assignee of Lessor as additional insured. Said policies shall provide that Lessor and any assignee of Lessor shall receive thirty (30) days prior written notice of any material changes in coverage or cancellation thereof. With respect to the additional insureds, Lessee's insurance policies shall be primary to any other valid and available insurance ("Other Insurance") effected by, or for, the additional insureds. Lessee shall require its insurer specifically to waive subrogation, claim and recovery with respect to any Other Insurance. Any and all deductibles in the described policies shall be paid by the Lessee. Protection and proceeds obtained by Lessor and its assignees as loss payees and/or additional insureds under Lessee's insurance as required in this Paragraph 9 shall be applied toward satisfaction of the indemnification obligations which Lessee has agreed to under this Lease.

Each item obtained by Lessee pursuant to this Paragraph shall be in accordance with the above terms and conditions, and such terms and conditions shall be set forth on the Certificate of Insurance provided to the Lessor pursuant to this Subsection. Lessee shall furnish to Lessor concurrently with execution hereof, and within thirty (30) days of receipt of a written request from Lessor, and at intervals of not more than twelve (12) calendar months from execution hereof, Certificates of Insurance evidencing the aforesaid insurance. Lessee shall, at its option be permitted to self-insure on any specified interests, the Lessee hereby warrants to place the Lessor in the same position as if the relating insurance had been effected provided, however, that upon thirty (30) days prior written notice from Lessor, which notice shall not be given without reasonable grounds consistent with current industry standards, Lessee shall no longer be permitted to meet the risks, including without limitation, physical loss and damage public liability with respect to third party personal injury and property damage to the Units (the "Risks"), by self-insurance and this Agreement shall terminate immediately without notice and Lessee shall return all of the Units to Lessor unless Lessee

provides Lessor with proof of insurance within thirty (30) days of said notice in such amounts and for such risks and with such insurance companies as are satisfactory to Lessor, in its sole discretion, if an Event of Default, as set forth in Paragraph 13 hereof, has occurred.

10. Indemnification.

a) The Lessee agrees to indemnify, save harmless and defend the Lessor against any charges or claims made against the Lessor, and against any expense, loss or liability (including but not limited to counsel fees and expenses, penalties and interest) which the Lessor may incur by reason of Lessee's failure to perform (unless resulting from the Lessor's negligence) or by reason of entering into or the performance of this Lease, or which may arise as a result of the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of, any Unit until such Unit is returned to the Lessor in accordance with the terms of the Lease, and to indemnify and save harmless the Lessor against any charge, claim, expense, loss or liability on the account of any accident (unless resulting from the Lessor's negligence) in connection with the operation, use, condition, possession or storage of such Unit resulting in damage to property or injury or death to any person. The indemnities contained in this paragraph shall survive payment or performance of all other obligations under this Lease or the termination of this Lease.

b) Lessee represents, warrants and covenants that (i) the Units are "7-year property" (within the general classification of property in Section 168 (e) of the Internal Revenue Code of 1986, as amended); (ii) all income and loss associated with the Units will be derived from sources within the United States; (iii) Lessee has made no investment in the Units; and (iv) the Units are complete for their intended use.

c) Lessee hereby represents, warrants and covenants that at no time during the term of this Agreement with respect to any Unit will the Lessee take or omit to take, nor will it permit any permitted sublessee or assignee, to take or omit to take any action (whether or not such act or omission is otherwise permitted by the terms of this Agreement) which act or omission will result in the disqualification of any Unit for, or the recapture of, all or any portion of the cost recovery deductions allowed under Section 168 of the Internal Revenue Code of 1986, as amended, ("Recovery Deductions"). If as a result of a breach of any representation, warranty or covenant of the Lessee contained in this Agreement or in the Purchase Order relating to any Unit, (a) any such Recovery Deduction claimed on the Federal income tax return of the Lessor is disallowed or adjusted by the Internal Revenue Service, or (b) any such Recovery Deduction is recomputed or recaptured (any such determination, disallowance, adjustment, recomputation or recapture being herein called a "Loss", then

Lessee shall pay to Lessor as an indemnity such amount, of from time to time such amounts, on each succeeding Lease Charge payment date after written notice to Lessee by Lessor of such Loss, as shall cause Lessor's after-tax economic yields and cash flows, computed on the same assumptions, including tax rates, as were utilized by Lessor in originally evaluating this transaction (such economic yields and cash flows being hereinafter called the "Net Economic Return") to equal the New Economic Return that would have been realized by Lessor if such Loss had not occurred. The amount payable to Lessor pursuant to this Subparagraph shall be payable thirty (30) days after written demand therefor from Lessor accompanied by a written statement describing in reasonable detail such Loss and the computation of the amount so payable. If requested by Lessee, Lessor's determination of the amount payable shall be verified by a firm of independent accountants of recognized standing selected by Lessor and reasonably acceptable to Lessee. The accounting firm shall determine whether Lessor's computations are mathematically accurate and are properly based on the assumptions required hereunder. If the accounting firm determines that a Lessor's computations overstate the amount to be paid by Lessee, then such accounting firm shall determine the correct amount to be paid, and such determination shall be final and binding in the absence of obvious error. If the verification results in a reduction in the amount to be paid by Lessee of 5 percent or more from the amount sought by Lessor, then the costs of verification shall be borne by Lessor; otherwise, the costs of verification will be borne by Lessee.

d) Exceptions. Lessee shall not be required to pay Lessor the amounts provided for in Paragraph 10(c) above if the Loss shall result solely as the direct result of any of the following events:

(i) Lessor shall fail to claim the Cost Recovery Deductions in its income tax returns for the appropriate years (unless Lessor has been advised by independent counsel reasonably acceptable to Lessee that no reasonable basis exists for such claim) or shall fail to follow the proper procedure in claiming such Cost Recovery Deductions and such failure to claim or follow such procedures, as the case may be, shall preclude Lessor from claiming such Cost Recovery Deductions;

(ii) Lessor shall, without the written consent of Lessee, at a time when no Event of Default has occurred and is continuing, voluntarily transfer

legal title to dispose of or reduce its interest in the Units;

(iii) Lessor shall fail to take timely action in contesting a claim made by the Internal Revenue Service (or any state or local taxing authority) with respect to a Loss pursuant to Paragraph 10(e) below and Lessee is adversely affected by such failure unless Lessee shall agree to such failure; or

(iv) A Casualty Occurrence shall have occurred and Lessee and/or its insurers shall have paid Lessor the Casualty Value of the Unit(s) and other amounts due pursuant to Paragraphs 6(b) and 9 hereof.

(e) Contest. In the event a claim shall be made by the Internal Revenue Service (or any state or local taxing authority) which, if successful, would result in a Loss under circumstances which would require Lessee to indemnify Lessor for such Loss, Lessor hereby agrees to notify Lessee promptly of such claim, to forebear payment of the tax claimed for at least thirty (30) days after giving such notice, to give to Lessee any relevant information requested by it relating to such claim which may be particularly within the knowledge of Lessor, other than the Lessor's tax returns, and, if Lessee shall, within thirty (30) days after such notice, request that such claim be contested, to take such action in connection with contesting such claim, including appropriate appeals from lower court decision, as Lessee shall reasonably request in writing from time to time, but only if Lessee shall, contemporaneously with such initial request, have (i) made provision for Lessor's indemnification in a manner reasonably satisfactory to Lessor for any liability or loss which Lessor may from time to time incur as the result of contesting such claim, and reimbursement for all costs and expenses, including (without limitation) reasonable legal fees and expenses, which Lessor may incur in connection with contesting such claim, and (ii) furnished Lessor with an opinion of tax counsel, reasonably satisfactory to Lessor, to the effect that there is authority (as defined by Section 1.6661-3(a)(1) the Internal Revenue Regulations) that the Lessor shall prevail in such contest; provided, however, that at any time after having received such request from Lessee, Lessor at its sole option, may enter into a reasonable settlement of such claim or may forego any and all administrative appeals, proceedings, hearings and conferences with the Internal Revenue Service (or any state or local taxing authority, as the case may be) in respect of such claim and may, at its sole option, either pay the tax claimed and sue for a refund in the appropriate court,

selected by Lessor, or contest such claim considering, however, in good faith such request as Lessee shall make concerning the most appropriate forum in which to proceed. In the event that Lessor chooses to pay the tax and sue for a refund, Lessee shall make Lessor an interest-free loan in the amount of such payment; if Lessor subsequently receives a refund of all or part of such amount, it shall pay such refund to Lessee, together with interest thereon received by Lessor from the tax authority.

(f) All of Lessor's rights, privileges and indemnities contained in this Paragraph 10 shall survive the expiration or other termination of the Agreement and the rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Lessor, its successors and assigns.

11. Liens. Lessee will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Units, any Unit or any part thereof, Lessor's title thereto, or any interest therein, except (i) any lien resulting from an independent act of or claim against Lessor which does not result from, arise out of, or relate to the manufacture, acquisition, ownership or leasing of the Units or this lease or any Lease Supplement or any Event of Default, (ii) liens for taxes either not yet delinquent or being contested by Lessee in good faith by appropriate proceedings and where, in Lessor's (and in any assignee of Lessor's) opinion, there is no danger of the sale, forfeiture or loss of the Units or any part or item thereof, and (iii) materialmen's, mechanics', workmen's, repairmen's, employees' storage or other like liens arising in the ordinary course of business, which are not delinquent or are being contested by Lessee in good faith by appropriate proceedings and where, in Lessor's (and in any assignee of Lessor's) opinion, there is no danger of the sale, forfeiture or loss of the Units, or any part thereof. Lessee, at its own expense, will promptly pay, satisfy and otherwise take such actions as may be necessary to keep the Units free and clear of, and to duly discharge or eliminate or bond in a manner satisfactory to Lessor and any assignee of Lessor, any such lien not excepted above if the same shall arise at any time. Lessee will notify Lessor and any assignee of Lessor in writing promptly upon becoming aware of any tax or other lien (other than any lien excepted above) that shall attach to the Units or any Unit, and of the full particulars thereof.

12. Return of the Units Upon Expiration of Term. As soon as practicable on or after the expiration of the term of this Lease with respect to any Unit, the Lessee will, at its own cost, expense, and risk, at the request of the Lessor, transport and deliver possession of such Unit(s), to any interchange point on the Class I railroad where Lessee has last used the Units. The condition of the Units upon such return shall be as required, pursuant to Paragraph 8 hereof.

as directed by Lessor.

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The assembling, delivery and transporting of the Units as provided in this Paragraph 12. are of the essence of this Lease. If Lessee is found in breach of this duty upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to its general remedies at equity and law. If the Lessor shall elect to abandon any Unit which has suffered a Casualty Occurrence or which after the expiration of this Lease the Lessor shall have deemed to have suffered a Casualty Occurrence prior to the expiration of the term of this Lease, it may deliver written notice to the Lessee and Lessee shall thereupon assume any responsibility of ownership thereof from and after receipt of such notice and if requested by Lessee, Lessor shall transfer title to such Unit to Lessee free and clear of any liens and encumbrances whatsoever.

13. Default. If, during the continuance of this Lease, one or more of the following events (hereinafter sometimes called "Events of Default") shall occur:

(a) default shall be made in the payment of any part of the rental provided in Paragraph 2 hereof and such default shall continue for ten (10) days after Lessor has given written notice of such default or if Lessor has to provide Lessee with written notice of such default more than three (3) times in a twelve (12) month period;

(b) the Lessee shall make or permit any assignment or transfer of this Lease or of possession of the Units, or any thereof, except as provided in Paragraph 15 hereof and such is not cured or agreement reached as to the action necessary to cure within ten (10) days after written notice is sent from Lessor to Lessee;

(c) default shall be made in the failure to observe or perform any other of the material covenants, conditions and agreements on the part of the Lessee contained herein and such default shall continue for thirty (30) days after written notice from the Lessor to the Lessee specifying the default and demanding the same to be remedied;

(d) any proceedings shall be commenced by or against the Lessee for any relief under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extension (other than a law which does not permit any readjustment of the obligations of the Lessee hereunder), and all the obligations

of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees appointed for the Lessee or for the property of the Lessee in connection with any such proceedings in such manner that the status of such shall be the same as expense of trustees, within thirty (30) days after such appointment, if any, or sixty (60) days after such proceedings shall have been commenced, whichever shall be earlier;

(e) any material representation made by the Lessee herein or in any certificate or other instrument delivered under or pursuant to any provision hereof shall prove to have been false or incorrect in any material respect on the date as of which made;

then, in any such case, the Lessor, at its option may after thirty (30) days prior written notice to Lessee:

(i) proceed by appropriate court action or actions either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(ii) by notice in writing to the Lessee terminate this Lease, whereupon all rights of the Lessee to the use of the Units shall absolutely cease as though this Lease had never been made, but the Lessee shall remain liable as herein provided; and thereupon, the Lessor may in a reasonable manner and without damage to the property of the Lessee or injury to any person by its agents enter upon the premises of the Lessee or other premises where any of the Units may be and take possession of all or any of such Units and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use the Units for any purposes whatever; but the Lessor shall, nevertheless, have a right to recover from the Lessee any and all amounts which under the terms of this Lease may be then due or which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by multiplying the rental for such full rental period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (a) as representing actual loss incurred by the Lessor, damages for loss of the bargain and not

as a penalty, a sum, with respect to each Unit which represents the then present value of all rentals for such Unit which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease as to such Unit, such present value to be computed in each case on a basis of a 6% per annum discount, compounded annually from the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated, and (b) any damages and expenses, including reasonable attorneys' fees, reasonable expenses of resale or re-leasing (including incidental transportation costs incurred by Lessor). In connection with the damages set out in (a) and (b), Lessor shall have an affirmative duty to mitigate its damages and Lessee shall be entitled to a reduction or set off in the amount of the damages set out in (a) and (b) as a result of any resale, re-lease or other activities performed to sustain its duty to mitigate.

The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is permitted by law. The Lessee hereby waives any and all existing or future claims to any offset against the rental payments due hereunder, and agrees to make rental payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf.

The failure of the Lessor or Lessee to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

14. Return of Units Upon Default. If this Lease shall terminate pursuant to Paragraph 13 hereof, the Lessee shall forthwith deliver possession of the Units to the Lessor. The Lessee shall transport such Units, at Lessee's expense and risk, to any reasonable interchange point as reasonably directed by Lessor. The condition of the Units upon such return shall be as required pursuant to Paragraph 8 hereof.

Without in any way limiting the obligation of the Lessee under the foregoing provisions of this Paragraph 14, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Unit to the



Lessor, to demand and take possession of such Unit in the name and on behalf of the Lessee from whomsoever shall be at the time in possession of such Unit. In connection therewith Lessee will supply Lessor with such documents as Lessor may reasonably request.

15. Assignment; Possession and Use. Conditioned upon the Lessee performing all of the terms, covenants, and conditions of this Lease, the Lessor, its successors and assigns will not disturb the Lessee's peaceable and quiet possession and use of the Units during the term of this Lease, provided, that no Event of Default has occurred and is continuing.

This Lease shall be assignable in whole or in part by the Lessor under the same terms and conditions hereof without the consent of the Lessee, but the Lessee shall be under no obligation to any assignee of the Lessor except upon written notice of such assignment from the Lessor. All the rights of the Lessor hereunder (including but not limited to the rights under Paragraphs 5, 8 and 13) shall inure to the benefit of the Lessor's assigns. Whenever the term Lessor is used in this Lease it shall apply and refer to each assignee of the Lessor. In conjunction with any assignment of this Lease by Lessor, Lessee hereby agrees to provide any reasonable documentation requested by Lessor.

So long as the Lessee shall not be in default under this Lease, the Lessee may without any prior consent of the Lessor sublease any one or more of the Units or assign this Lease to any one or more of the Lessee's affiliates, or with the prior written consent of the Lessor sublease the Units to third parties; provided, that (i) such sublease or assignment shall provide that the subject Units shall be operated and maintained in accordance with the terms hereof; (ii) the Lessee shall provide the Lessor with ten (10) days advance notice of any such sublease or assignment and a copy of such sublease or assignment; (iii) such sublease shall be subject and subordinate to the terms and provisions of this lease and the interests of the Lessor; and (iv) no such sublease or assignment shall relieve Lessee of its obligations hereunder, which shall remain those of a principal and not a surety.

So long as the Lessee shall not be in default under this Lease, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease, but the Lessee shall not assign or transfer (except as otherwise permitted by this Paragraph 15) or encumber its leasehold interest under this Lease in the Units; and, in addition, the Lessee, at its own expense, will as soon as possible cause to be duly discharged any lien, charge or other encumbrance (other than an encumbrance resulting from claims against the Lessor not related to the ownership of the Units) which may at any time be imposed on or with respect to any Unit or the interest of the Lessor, or the Lessee therein. The Lessee shall not, without the prior written consent

of the Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units, except to the extent permitted by this Lease.

Nothing in this Paragraph 15 shall be deemed to restrict the right of the Lessee to assign or transfer its leasehold interest under this Lease in the Units or possession of the Units to any corporation (which shall have duly assumed the obligations hereunder of the Lessee) into or with which the Lessee shall have become merged or consolidated or which shall have acquired the property of the Lessee as an entirety or substantially as an entirety; provided, however, (i) that such assignee or transferee will not, upon the effectiveness of such merger, consolidation or acquisition be in default under any provision of this Lease, (ii) such assignee or transferee shall be of a character so that after giving effect to such merger, consolidation or acquisition, the ability of the assignee or transferee to perform the obligations of the Lessee hereunder shall not, in the reasonable opinion of the Lessor, be adversely affected; and (iii) such assignee or transferee shall execute an assumption agreement expressly assuming all of the obligations of the Lessee hereunder (including, but not limited to, Paragraph 17 hereof).

In connection with any sublease or assignment by Lessee under this Paragraph 15, whether or not Lessee is required to obtain the consent of the Lessor to any such transaction, Lessee agrees, at its expense, to cause any such assignment or sublease to be duly filed and recorded with the Interstate Commerce Commission in accordance with the 49 U.S.C. 11303 in order to protect the interest of the Lessor in and to the Units under this Lease.

The Lessee agrees that during the term of this Lease, the Lessee will not assign any Unit to service involving the operation and maintenance thereof outside the United States of America except that during such term of any Unit outside the United States of America will be limited to incidental and temporary use in Canada.

16. Representations, Warranties and Covenants. Lessee represents, warrants and covenants as of the date hereof that:

(a) the Lessee is a corporation legally incorporated and validly existing, in good standing, under the laws of its jurisdiction of incorporation, with adequate corporate power to enter into this Lease;

(b) this Lease has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms;

(c) the execution and performance of this lease will not contravene or breach or create a material default under any legal, organizational or contractual obligation binding upon the Lessee;

(d) there is no fact which Lessee has not disclosed in writing to Lessor, nor is Lessee a party to any agreement or instrument or subject to any charter or other corporate restriction which, so far as Lessee can now reasonably foresee, would above or in combination with other factors have a material adverse impact on Lessee's business, condition, property, holdings, or the ability of Lessee to perform its obligations under this Agreement.

17. Recording. Prior to the delivery and acceptance of the Units, and in connection with any sublease or assignment permitted by Paragraph 15 hereof, the Lessor will cause this Lease and any such sublease or assignment to be filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. 11303. The Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register, record and deposit (and will refile, reregister, rerecord or redeposit whenever required) any and all further instruments required by law or reasonably requested by the Lessor for the purpose of proper protection to the satisfaction of the Lessor of its title to the Units or for the purpose of carrying out the intention of this Lease.

18. Notices. Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when deposited in the United States certified mails, first-class postage prepaid, addressed as follows:

If to the Lessor: Westinghouse Credit Corporation  
Major Industries Financial Group  
One Oxford Centre  
Pittsburgh, PA 15219  
Attn: Manager, Rail Car  
Operations

If to the Lessee: Arch Mineral Corporation  
City Place One  
City Place Drive  
St. Louis, MO 63141  
ATTN: AVP Transportation

or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing.

19. Severability. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such

jurisdiction, be ineffective to the extent of such prohibition of unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

20. Effect and Modification of Lease. This Lease exclusively and completely states the rights of the Lessor and the Lessee with respect to the leasing of the Units and supersedes all other agreements, oral or written, with respect thereto. No variation or modification of this Lease and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized signatories for the Lessor and the Lessee.

21. Successors and Assigns. This Lease will bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

22. Execution. This Lease, and any lease supplemental hereto, may be executed in several counterparts, each of which so executed shall be deemed to be an original, and in each case such counterparts together shall constitute but one and the same instrument.

23. Law Governing. This Lease shall be construed, and all questions concerning its performance and the rights and remedies of the parties hereunder shall be determined, in accordance with the laws of Pennsylvania; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. 11303.

24. Paragraph Headings. The headings appearing at the commencement of certain paragraphs or subparagraphs herein are for convenience only, and the content or body of the paragraph(s) or subparagraph(s) thereunder shall control. The numbering system is also included for convenience only.

25. Confidentiality. The parties shall keep confidential the terms and conditions of this Lease. Neither party shall disclose the terms and conditions of this Lease to a third party, excluding any parent, affiliate, subsidiary company, potential buyers of the cars, or Lessor's lender, without the written permission of the other party or unless readily ascertainable from public information or public sources requested by regulatory commissions, subpoenaed by court or governmental agencies, or otherwise required by law to be disclosed. The existence of this Lease may be disclosed without such consent.

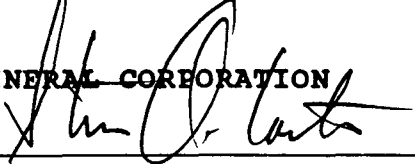
IN WITNESS WHEREOF, the Lessor and the Lessee, each pursuant to due authority, have caused these presents to be signed in their respective names as of the date first above written.

WESTINGHOUSE CREDIT CORPORATION

By 

Title Vice President

ARCH MINERAL CORPORATION

By 

Title Sr. Vice President

STATE OF PENNSYLVANIA )  
 ) §  
COUNTY OF ALLEGHENY )

On this 28<sup>th</sup> day of February, <sup>1990</sup>1989, before me personally appeared David A. Freed, to me personally known, who, being by me duly sworn, says that he is Vice President of HELM FINANCIAL CORPORATION, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sandra K. Pack  
Notary Public

My Commission Expires: July 26, 1993

Notarial Seal  
Sandra K. Pack, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires July 26, 1993

Member Pennsylvania Association of Notaries

[Notarial Seal]

STATE OF MISSOURI )  
 ) §  
COUNTY OF ST. LOUIS )

On this 23<sup>rd</sup> day of February, <sup>1990</sup>1989, before me personally appears Steve A. Carter, to me personally known, who being by me duly sworn says that he is Sr. Vice President of Arch Mineral Corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ruth A. Olney  
Notary Public

My Commission Expires: 2/15/93

RUTH A. OLNEY  
NOTARY PUBLIC STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXP. FEB 15 1993

[Notarial Seal]

ANNEX A

to

Lease of Railroad Equipment

Dated as of February 24, 1990

Equipment Description

Two hundred eighty-nine (289) 4,000 cubic foot, 100-ton capacity, roller bearing, rotary coupled, open top, Bethgon Coalporter gondola railcars. Built in 1990 by Bethlehem Steel Corporation.

Equipment Numbers - To be supplied.

ANNEX B

to

Lease Agreement

CERTIFICATE OF ACCEPTANCE

Annex B to Lease Agreement dated as of February 28, 1990, by and between Westinghouse Credit Corporation ("Lessor") and Arch Mineral Corporation ("Lessee").

The Lessee hereby certifies that the following Unit(s) indicated below have been delivered and inspected by the Lessee, found to be in good order ~~for Lessee's intended use, meet all applicable requirements and standards of the AAR, DOT, and ICE,~~ and are accepted as a Unit(s) under this Lease Agreement on the date indicated below: <sup>for Lessee's intended use</sup>

*condition, and repair and conform to the terms, provisions and requirements of the lease agreement*

Car Reporting  
Marks and Number

Delivery Date

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Annex C  
to  
Lease of Railroad Equipment  
Dated as of February 11, 1990

FREIGHT CAR  
DIVISION

## TERMS AND CONDITIONS OF SALE

All proposals, negotiations, and representations, if any, regarding this transaction and made prior to the date of this quotation or proposal are merged herein

**PRICES**—All prices, whether herein named or heretofore quoted or proposed, shall be adjusted to the Seller's prices in effect at the time of shipment.

If transportation charges from point of origin of the shipment to a designated point are included in the prices herein named or heretofore quoted—

(a) any changes in such transportation charges shall be for the account of the Buyer,

(b) except as otherwise stated in the Seller's quotation, the Seller shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefor, unless such charges are included in the applicable tariff freight rate from shipping point to the designated point

**TAXES**—Any taxes which the Seller may be required to pay or collect with respect to any contract resulting from this quotation or proposal shall be for the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand

**DELAY**—The Seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortage of cars, fuel, labor or materials, or any circumstance or cause beyond the control of the Seller in the reasonable conduct of its business

**INSPECTION**—The Buyer may inspect, or provide for inspection at the place of manufacture. Such inspection shall be so conducted as not to interfere unreasonably with the manufacturer's operations, and consequent approval or rejection shall be made before shipment of the material. Notwithstanding the foregoing, if, upon receipt of such material by the Buyer, the same shall appear not to conform to any contract resulting from this quotation or proposal between the Buyer and the Seller, the Buyer shall immediately notify the Seller of such condition and afford the Seller a reasonable opportunity to inspect the material. No material shall be returned without the Seller's consent

**EXCLUSION OF WARRANTIES**—THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE EXCLUDED FROM ANY CONTRACT RESULTING FROM THIS QUOTATION OR PROPOSAL

**BUYER'S REMEDIES**—If the material furnished to the Buyer shall fail, whether due to Seller's negligent acts or omissions, or otherwise, to conform to any contract resulting from this proposal or to any express or implied warranty for a period not to exceed one (1) year from the date of shipment, the Seller shall, at its option, either credit or refund the purchase price or replace or repair such non-conforming material, and at its option determine a mutually satisfactory location to carry out the necessary repair work and if requested shall furnish instructions for its disposition. Any transportation charges involved in such disposition shall be for the Buyer's account. Non-conforming material replaced at a location other than Seller's facility shall be retained for inspection by Seller or its suppliers. Failure to retain non-conforming material as stated shall absolve Seller from responsibility for replacement thereof

The Buyer's exclusive and sole remedy on account or in respect of the furnishing of material that shall fail, whether due to Seller's negligent acts or omissions, or otherwise, to conform to any contract resulting from this proposal or to any express or implied warranty shall be to secure reimbursement, replacement or repair thereof as aforesaid. The Seller shall not in any event be liable for the cost of any labor expended on any such material or for any special, direct, indirect, incidental or consequential damages in contract or tort to anyone by reason of the fact that such material does not conform to any contract resulting from this proposal or to any express or implied warranty

**PERMISSIBLE VARIATIONS, STANDARDS AND TOLERANCES**—Except in the particulars specified by Buyer and expressly agreed to in writing by Seller, all material shall be produced in accordance with Seller's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular mill practices concerning dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface, internal conditions and quality, deviations from tolerances and variations consistent with practical testing and inspection methods, and regular mill practices concerning over and under shipments

**PATENTS**—The Seller shall indemnify the Buyer against any judgment for damages and costs which may be rendered against the Buyer in any suit brought on account of the alleged infringement of any United States patent by any product supplied by the Seller hereunder, unless made in accordance with materials, designs or specifications furnished or designated by the Buyer, in which case the Buyer shall indemnify the Seller against any judgment for damages and costs which may be rendered against the Seller in any suit brought on account of the alleged infringement of any United States patent by such product or by such materials, designs or specifications, provided that prompt written notice be given to the party from whom indemnity is sought of the bringing of the suit and that an opportunity be given such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending it shall be rendered. Neither the Seller nor the Buyer shall in any event be liable to the other for special, direct, indirect, incidental or consequential damages arising out of or resulting from infringement of patents

**CREDIT APPROVAL**—Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's Credit Department. Notwithstanding any other remedies the Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to such Department

**ASSIGNMENT**—Any or all of the obligations and rights of the Seller including the right to receive payment, may be assigned by the Seller. In the event the Seller assigns its obligations and the assignee assumes such obligations, then the Seller shall be released hereunder

**TERMS OF PAYMENT**—Subject to the provisions of CREDIT APPROVAL above, terms of payment are as shown in the accompanying quotation and shall be effective from date of invoice

**MISCELLANEOUS**—If any part of the movement of the material involves use of a motor carrier, Seller intends to secure equipment from the motor carrier having the lowest rate, but if such equipment is not reasonably available, Seller reserves the right to move the material by any other motor carrier having available necessary equipment. When delivery terms are other than FOB Mill, all means of transportation and routing shall be subject to the control of the Seller

**NON-WAIVER BY SELLER**—Waiver by the Seller of a breach of any of the terms and conditions of any contract resulting from this quotation or proposal shall not be construed as a waiver of any other breach

**ACCEPTANCE OF PURCHASE ORDERS**—ANY PURCHASE ORDER PURSUANT TO THE ACCOMPANYING QUOTATION OR PROPOSAL SHALL NOT RESULT IN A CONTRACT UNTIL IT IS ACCEPTED AND ACKNOWLEDGED BY THE SELLER'S SALES OFFICE AT JOHNSTOWN, PENNSYLVANIA.

